

Non-Disclosure Consulting Agreement

This Non-Disclosure Consulting Agreement ("Agreement") is made as of _____, by and between:

Company: _____

Address: _____

Consultant: _____

Address: _____

1. Purpose

The Company wishes to engage Consultant to provide certain consulting services, during which Consultant may have access to Confidential Information.

2. Definition of Confidential Information

"Confidential Information" means all non-public, proprietary, or confidential information disclosed by the Company to Consultant, whether oral, written, electronic, or in any other form.

3. Obligations of Consultant

- Consultant agrees not to disclose Confidential Information to any third party without the Company's prior written consent.
- Consultant shall use the Confidential Information solely for the purpose of providing consulting services to the Company.
- Consultant will take reasonable steps to protect the confidentiality of the Confidential Information.

4. Exclusions

Confidential Information does not include information that: (a) is publicly known at the time of disclosure; (b) becomes publicly known through no fault of Consultant; (c) was lawfully known to Consultant prior to disclosure; or (d) is disclosed by a third party legally entitled to disclose such information.

5. Term

This Agreement shall commence on the Effective Date and remain in effect for a period of ____ years after the termination or completion of the consulting services.

6. Return of Materials

Upon termination of this Agreement or upon request by the Company, Consultant shall promptly return or destroy all materials containing Confidential Information.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of _____.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements or understandings.

Company Representative

Date: _____

Consultant

Date: _____